

**Attaching to and part of the Policy/Policy Clauses/Endorsements Apply for Private Car – Private Use Only(Individual Policies Only).**

**Endorsement : EHD : E – Hailing Drive**

**PRIVATE HIRE CAR ENDORSEMENT (Non-Tariff)**

In consideration of the additional premium that **You** paid **Us** for this endorsement, **We** agree that the policy terms have been amended as stated below.

'**Limitation as to Use**' as defined under the **CI** and explained under **Section F: Definitions of words highlighted in the Policy** is amended to include use of the **Car** for the carriage of passengers for hire and reward under an **e-hailing service** license for the period the **Car** is driven by that **Authorised Private Hire Driver** who is assigned to this vehicle, in the following manner:-

**TIME OF COVER :**

Effective date of Private Hire Cover Endorsement : dd-mm-yyyy

Expiry date of Private Hire Cover Endorsement :dd-mm-yyyy

(Period of Cover, please refer to your Policy Schedule / Endorsement on Private Car – Private Use Comprehensive coverage accordingly)

**CONDITION UNDER WHICH THIS ENDORSEMENT APPLIES :**

Cover under this **Policy** is extended by this endorsement on condition that the **Car** is fully licensed by **APAD and/or CVLB** in accordance with their licensing provision for e-hailing services for private cars (i.e. 'private hire'), and where all regulatory or administrative provisions for use for 'private hire' are fully complied with.

Any restrictions to cover with regards to 'private hire' as mentioned in this **Policy** is therefore cancelled when this endorsement is in force.

This cover is confined only to the geographical boundary of Malaysia, as well as any geographical limits of operation that are or may be imposed by any administrative or licensing Authority.

**I) EVENTS WE COVER UNDER THIS ENDORSEMENT :**

Every coverage already taken under this **Policy** will apply during the time the **Car** is **On Call** while providing a legitimate **e-hailing service**. In addition the insurance covers required by **APAD and/or CVLB** are specially provided by this endorsement for the duration that the **Car** is **On Call**. The extent of these coverages are fully explained under Section III 'Additional Extended Cover' below :-

- (i) Loss or Damage to Your Own Car (as expressed under Section A of the **Policy**)
- (ii) Liability to Third Parties (as expressed under Section B of the **Policy**)

- (iii) Legal Liability to **Fare Paying Passengers**
- (iv) Personal Accident cover of RM10,000 due to accidental injury or death of the **Authorised e-Hailing Driver** in the course of driving the **Car**
- (v) Legal Liability of **Fare Paying Passengers** for **Negligent Acts**

**II) ADDITIONAL DEFINITION OF TERMS :**

**Authorised e-hailing Driver** – Any driver who is registered and licensed with **APAD** and/or **CVLB** and is authorised by an e-hailing service provider for the purpose of performing **e-hailing services** using this **Car** and with the Policyholder's permission to do so.

**CVLB** – refers to the licensing authority in East Malaysia for public service vehicles i.e. Commercial Vehicle Licensing Board.

**E-hailing app** – refers to the electronic mobile application provided by an intermediation business

**E-hailing services** – the legitimate business as licensed by **APAD** and/or **CVLB** of carrying passengers in a private car for a fee organised through an e-hailing app. The description "e-hailing services" and "private hire" are synonymous and applies in context.

**Fare-paying passenger(s)** – Passenger(s) who pay a fare to be transported in the **Car** pursuant to an e-hailing service call together with every person who accompanies them in the same ride.

**On Call** - The period between the point the **authorised e-hailing driver** logs on to the **e-hailing app**, until:-

- (i) the last **fare-paying passenger** of the last trip has fully disembarked or alighted from the e-hailing car, or
- (ii) when the last trip on the **e-hailing app** has ended or has been cancelled through the **e-hailing app**, or
- (iii) when the e-hailing driver logs off the **e-hailing app** (i.e. the **authorised e-hailing driver** is no longer available for **private hire** or to accept any trips for e-hailing, whichever occurs later.

**Private Hire** – the licence granted by **APAD** and/or **CVLB** which permits a private car to be used for the business of carriage of passengers for a fee under an **e-hailing service**.

**APAD** – refers to the licensing authority for public service vehicles i.e. Land Public Transport Commission (also known as Suruhanjaya Pengangkutan Awam Darat).

**III) ADDITIONAL EXTENDED COVER :**

- (i) **Loss of Damage to Your Own Car**  
Coverage for Loss or Damage to Own Car will follow the terms and conditions provided under Section (A) Loss or Damage to your Own Car, under the main policy in accordance with the terms and conditions for which it has been issued, with the exception that cover now applies when the **Car** is **On Call**.

- (ii) **Liability to Third Parties**  
Coverage for **Liability to Third Parties** will follow the terms and conditions provided under Section (B) Liability to Third Parties, under the main policy in accordance with the terms and conditions for which it

has been issued, with the exception that cover now applies when the **Car** is **On Call**.

### (iii) Legal Liability to Fare-Paying Passengers

**We shall pay towards You or Your Authorised E-Hailing Driver's liability to any Fare-paying Passengers** being carried in or upon or entering or getting into or onto or alighting from the **Car** except for:

- damage to property belonging to or in the custody of or control of or held in trust by **You or Your Authorised e-Hailing Driver** and / or any member of **Your or Your Authorised e-Hailing Driver's Household** unless these are being carried for hire or reward during the e-hailing service;
- any claims brought against any person in any country in courts outside Malaysia, the Republic of Singapore or Negara Brunei Darussalam; and
- all legal costs and expenses which are not incurred in or recoverable in Malaysia, the Republic of Singapore and Negara Brunei Darussalam; and
- all liability arising from any assault, battery, robbery, medical assistance rendered in an emergency and /or any delay caused by or contributed to by **You or Your Authorised e-Hailing Driver**; and
- all liability caused by or contributed to by the e-hailing service provider and/or failure of the **e-hailing app**; and
- consequential loss of any kind arising from any of the above.

### (iv) Personal Accident Cover for Authorised e-Hailing Driver

It is hereby understood and agreed that the Company will pay the following compensation for accident death or bodily injury sustained by the **Authorised e-Hailing Driver** only when **On Call** on condition that (1) the bodily injury is solely and independently caused by violent accidental external and visible means (excluding consequential medical or surgical treatment due to such injury), and (2) where the bodily injury results in the following Payable Injury within 180 days of the occurrence of the Incident.

We shall pay the vehicle owner and/or the Authorised E-Hailing Driver in the event of bodily injury and/or in the event of accidental death to the nominee as an executor according to the direction of the nominee and/or trustee of the trust created over such nomination in accordance with Schedule 10 of the Financial Services Act 2013 and/or the assignee as the case may be, the compensation specified in the schedule of benefits if any of the aforesaid shall happen.

<b>BENEFIT TABLE (Applicable for Private Car – Private Use only – E- Hailing Drive)</b>	<b>SUM INSURED</b>
1. Accidental Death	RM10,000.00
2. Permanent Disablement	
▪ Loss of both hands or both feet or sight of both eyes	RM10,000.00
▪ Loss of one hand and one foot	RM10,000.00
▪ Loss of either hand or foot and sight of one eye	RM10,000.00
▪ Total paralysis (from the neck down)	RM10,000.00

▪ Permanent quadriplegia (loss or permanent total loss of use of four limbs)	RM10,000.00
▪ Loss of one hand or one foot	RM5,000.00
▪ Loss of four fingers and thumb in one hand	RM5,000.00
▪ Loss of hearing of both ears	RM5,000.00
▪ Loss of speech	RM5,000.00
▪ Loss of sight of one eye	RM5,000.00
▪ loss of all toes in one foot	RM5,000.00

'Loss' with reference to hand or foot means complete through or above the wrist or ankle joint, within 180 days after the date of accident and with reference to eyes means the entire and irrecoverable loss of sight.

The aggregate of all percentages payable under permanent disablement benefit in respect of any one **Incident** shall not exceed 100% of the sum insured specified in the schedule of benefits.

In the event of a permanent disablement claim which subsequently results in death in respect of the same accident, the total amount payable shall not exceed the principal sum for accidental death.

No compensation shall be payable if the **Authorised e-Hailing Driver** is not authorised by the **car** owner and the e-hailing service provider at the time of the Incident giving rise to the injury.

If any claim is being paid under this portion, No reinstatement of coverage is allowed for the authorised E-Hailing driver.

### Exclusions

This insurance does not apply:-

- to loss caused directly or indirectly, wholly or partly, by
    - Bacterial infections (except pyogenic, infections which shall occur through an accidental cut or wound).
    - Any other kind of disease
    - Medical or surgical treatment (except such as may be necessary solely by injuries covered by this policy and performed within the time provided in the policy).
  - to any bodily injury which shall result in hernia
  - to suicide or any other attempt thereof (sane or insane)
  - to loss occasioned by war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), mutiny, civil war, rebellion, revolution, insurrection, conspiracy, military or usurped power, martial law or state of siege, or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege, seizure, quarantine, or customs regulations or nationalisation by or under the order of any government or public or local authority, or any weapon or instrument employing atomic fission or radioactive force, whether in time of peace or war. This exclusion shall not be affected by any endorsement which does not specifically refer to it, in whole or in part. The

insured shall, if so require, and as a condition precedent to any liability of the Company, prove that the loss did not in any way arise under or through any of the above excluded circumstances or causes.

- e) to loss occasioned while the vehicle is used for hire, racing, road rally, pace-making, speed-testing or use for any purpose in connection with motor trade.
- f) to the Authorised E-Hailing Driver if such driver does not hold a valid driver's licence to drive the automobile or is not qualified for holding or obtaining such a valid driver's licence under the regulations of the Malaysia Road Transport Department.
- g) while the vehicle is used for illegal business pursuit as an unlicensed common carrier.
- h) to child birth, miscarriage, abortion or pregnancy unless caused solely and directly by accidental means to You / the Authorised E-hailing Driver while driving, riding, alighting or boarding from your vehicle.
- i) while the Authorised E-Hailing Driver is under the influence of intoxicating liquor, alcohol or drugs.

Subject otherwise to the terms of this Policy

**(v) Legal Liability of Fare-Paying Passengers for Negligent Acts**

**We** agree that the insurance provided under Section B of this **Policy** will include legal liability for any accident to a third party which is caused by a passenger of **Your Car** during his ride as a **Fare Paying Passenger** in **Your Car** on condition that the passenger:

- a. is not driving **Your Car**;
- b. is not entitled to indemnity under any other policy of insurance; and
- c. complies with all the terms and conditions of this **Policy** as though he were **You**.

This endorsement does not cover:

- a. death or bodily injury to any person who is employed by **You** or the passenger, and who dies or is injured in the course of such employment;
- b. damage to any property that belongs to or is held in trust or in the custody, care or control of **You or the passenger or which is being carried in Your Car**; and / or
- c. death or bodily injury to the driver or any passenger travelling in **Your Car** at the same time.

**IV) PREMIUM REFUND**

No refund shall be allowed for the cancellation of this endorsement.

**V) GENERAL APPLICATION OF POLICY TERMS AND CONDITIONS :**

All other terms and conditions provided under this Policy is otherwise unchanged.